LAW OFFICES OF

## KIMBALL, PARR, WADDOUPS, BROWN & GEE

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MINERALS PROGRAM
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DIVISION OF OIL GAS & MINING

August 30, 1991

Dianne R. Nielson, Director Division of Oil, Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203

Re: <u>Board Review of Form and Amount of Surety for Geneva Steel's Iron Mountain Sites, M/021/001, M/021/005, and M/021/008</u>, Iron County, Utah

Dear Dianne:

CLAYTON J. PARR

In response to your letter of July 26, 1991, I am submitting with this letter a revised copy of the Interim Reclamation Contract revised to reflect the Memorandum Decision of the Board dated July 10, 1991. In particular, you will note that the Contract now provides for two forms of bond, a Self Bonding and Indemnity Agreement in the amount of \$540,549 attached as Exhibit B-1, and a Surety Bond in the amount of \$639,951 attached as Exhibit B-2 (which is a photocopy of the signed original). A highlighted copy showing changes from the prior draft of the Contract is also enclosed for your convenience.

Pending final approval of the documentation and the form of the surety bond, Geneva is ready to proceed with execution of the documents and finalization of the interim arrangement. If you require an original executed copy of the surety bond beforehand, we can accommodate that need as well.

I anticipate that upon final approval and execution of the documents the \$81,000 depository account currently being maintained as surety relative to NOI M\021\008 can be terminated and the funds transmitted to Geneva Steel.

On the basis of the Memorandum Decision, it is Geneva's understanding that so long as Geneva otherwise remains in compliance with the criteria for self-bonding established by the

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Board, it will, on the basis of its having satisfied the requirement of five years of corporate operational experience, be permitted to utilize self-bonding for the entire amount of the estimated reclamation costs when a final reclamation contract has been approved. We would appreciate confirmation of this understanding.

Please contact me with any questions and with guidance regarding remaining procedures. Thank you for your assistance.

Very truly yours,

Clayton J. Parr

CJP/wc

cc: Dennis Wanlass

Roy Benson Lynn Hart